



## **PHARMACY TECHNICIAN CERTIFICATION BOARD EXAMINATION PASS RATE DATA LICENSE AGREEMENT**

### **A. PURPOSE OF AGREEMENT.**

PTCB recognizes the value and benefits of sharing certain statistical data relating to PTCB certification candidate performance on PTCB Exams (e.g., the Pharmacy Technician Certification Examination®, PTCE®). The purpose of this Pass Rate Data License Agreement is to allow recognized education programs and employers, respectively (Licensees), to receive and use such PTCB Exam data under appropriate terms and conditions.

In consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, PTCB and Licensee, intending to be legally bound, hereby agree as follows:

### **B. INTELLECTUAL PROPERTY OWNERSHIP.**

PTCB owns all right, title, and ownership interests in, and related to, PTCB Programs, including, but not limited to, the Pharmacy Technician Certification Examination (PTCE), Pass Rate Summary Reports, and all data and information related to PTCB Exam candidate test scores and results (PTCB Intellectual Property).

### **C. LIMITED LICENSE TO USE PTCB EXAM PASS RATE DATA/ PERMITTED USE.**

1. PTCB Exam Pass Rate Data. The PTCB Exam Pass Rate Data licensed under the terms of this Agreement consists of the following statistical information published in the Pass Rate Summary Reports: aggregate examination pass/fail information for PTCB Exam candidates who have identified their affiliation with the Licensee (affiliated students or employees) on their PTCB application; aggregate candidate performance on PTCE test domains; and, a comparison of such aggregate PTCE information to national averages (Pass Rate Data). No individual candidate test results or score reports are provided to the Licensee by PTCB under this Agreement.

2. Limited License Granted to Licensee. Under the conditions specified in this Agreement, Licensee is granted a non-exclusive, revocable, limited license to: review the PTCB Exam Pass Rate Data for the purpose of assessing student and employee performance on the

PTCB Exam; and, publish accurate PTCB Exam Pass Rate Data in its advertising and/or informational materials. No other use is permitted by this Agreement or otherwise. Licensee will have no right, title, or ownership interest in any PTCB Intellectual Property or the PTCB Exam Pass Rate Data, other than the limited permission and license granted herein.

3. License Modifications. PTCB retains the right to modify this License Agreement, as needed, and at its sole discretion. PTCB will notify Licensee of any license modifications, and Licensee will be deemed to have accepted the terms of the modified license if Licensee continues to access the PTCB Exam Pass Rate Data.

4. Family Educational Rights and Privacy Act (“FERPA”). Nothing in this Agreement requires or is intended to require PTCB to act on behalf of Licensee and any data provided by PTCB to Licensee, including but not limited to PTCB Exam Pass Rate Data, shall not be deemed to be “Education Records” as that term is defined under FERPA.

#### **D. LICENSEE RESPONSIBILITIES.**

As a condition of this Agreement and continued access to the PTCB Exam Pass Rate Data, Licensee agrees to the following terms and conditions:

1. Licensee will make all reasonable efforts to prevent unauthorized parties from accessing or using the PTCB Exam Pass Rate Data. Licensee will limit access to its online PTCB account portal and the PTCB Exam Pass Rate Data solely to authorized employees and representatives with a legitimate reason to review and use the PTCB Exam Pass Rate Data, consistent with this Agreement.

2. Licensee will advise all affiliated students or employees applying for PTCB Exams about current PTCB eligibility requirements, including eligibility information provided to Licensee by PTCB.

3. Licensee will request all affiliated students or employees applying for PTCB Exams to identify their affiliation with Licensee.

4. Licensee will ensure that all representations in its advertising and/or informational materials concerning PTCB and the PTCB Exam Pass Rate Data are accurate in all respects, and that such materials do not misrepresent the PTCB Exam Pass Rate Data.

5. Licensee will provide PTCB with an appropriate, active email address to receive all communications from PTCB related to this Agreement. Licensee will accept, and appropriately respond to, email communications from PTCB concerning this Agreement.

6. Licensee will ensure that all Licensee representatives understand, and act consistent with, the terms of this Agreement.

## **E. PTCB RESPONSIBILITIES.**

1. PTCB will make PTCB Exam Pass Rate Data available to Licensee through Licensee's online PTCB account portal, located on the PTCB website at <https://portal.ptcb.org/Login.aspx>. PTCB may withhold certain data for PTCB Exams and/or from appearing in Summary Reports based on business reasons of PTCB.
2. PTCB will make reasonable and appropriate efforts to provide Licensee with accurate and complete PTCB Exam Pass Rate Data, subject to the terms of the Agreement.
3. PTCB will make reasonable and appropriate efforts to make the PTCB website available to Licensee continuously, except: during scheduled maintenance periods; or, unavailability caused by events beyond PTCB's reasonable control, including, but not limited to, power interruptions, acts of nature, natural catastrophes, fire, civil disorder, acts of government, Internet service provider failures or delays, terrorist attacks, or other problems that interrupt PTCB website services.

## **F. LICENSEE RESTRICTIONS.**

1. Licensee will not use the PTCB Exam Pass Rate Data for any purpose other than the uses permitted by this Agreement.
2. Licensee will not assign this Agreement, or any of its related rights or responsibilities, to any third party, without the express, prior permission of PTCB. Licensee will not transfer, sell, lease, distribute, or grant any license or other permission concerning the PTCB Exam Pass Rate Data.

## **G. WARRANTY AND DISCLAIMER.**

PTCB does not warrant, guarantee, or represent that PTCB Exam Pass Rate Data is accurate and/or complete in all respects. PTCB does not guarantee the fitness of the PTCB Exam Pass Rate Data for any particular purpose. The Parties agree that PTCB will not be responsible or liable for inaccuracies in the PTCB Exam Pass Rate Data, including inaccuracies which are the result of negligence or other error. The Parties further agree that PTCB is not responsible for any claims related to, or arising from, Licensee's use of the PTCB Exam Pass Rate Data.

## **H. INDEMNIFICATION.**

Licensee agrees to indemnify PTCB, and hold PTCB, its officers, directors, agents, and

representatives harmless for any actions, losses, damages, including reasonable attorney fees, resulting from, or related to, the use of the PTCB Exam Pass Rate Data, or from the breach of any of the obligations or provisions contained within this Agreement by Licensee. Licensee must promptly notify PTCB of any claim or suit related to the PTCB Exam Pass Rate Data or this Agreement of which Licensee has actual knowledge.

#### **I. TERM AND TERMINATION.**

The term of this Agreement will be one (1) year. The Agreement will automatically renew for successive one (1) year terms, unless terminated by a party consistent with this section of the Agreement. The Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. In addition, any violation of this Agreement by Licensee will result in the immediate termination of this Agreement by PTCB, including the forfeiture of all Licensee's rights to access the PTCB Exam Pass Rate Data. PTCB reserves the right to terminate this Agreement at any time.

#### **J. COMPLETE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties as to the subject matter and supersedes any prior agreement or understanding, whether written or oral.